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Officer Mark Shifflett, Officer Jonathan Chavez,  
and Officer Sean Anthis and  
Specially Appearing City of Santa Ana (dismissed)

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

ESTATE OF MIGUEL CHAVEZ	}	Case No. 8:24-cv-01899-FWS-ADS	
by and through his successor in		}	<b>STIPULATED PROTECTIVE ORDER</b>
interest, MARIA DE LA PAZ			
CHAVEZ; MARIA DE LA PAZ			
CHAVEZ, individually, CARMEN			
ALVAREZ, individually,			
Individually,			
Plaintiffs,			
v.			
SANTA ANA POLICE			
DEPARTMENT, a public entity;			
CITY OF SANTA ANA, a public			
entity; OFFICER MARK			
SHIFFLETT, an individual;			
SERGEANT MICHAEL			
GONZALEZ, an individual;			
OFFICER JONATHAN CHAVEZ,			
an individual; OFFICER SEAN			
ANTHIS, an individual; and DOES			
1 – 10, inclusive,			
Defendants.			

**I. PURPOSES AND LIMITATIONS**

A. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public

1 disclosure and from use for any purpose other than prosecuting this litigation  
2 may be warranted. Accordingly, the parties hereby stipulate to and petition  
3 the Court to enter the following Stipulated Protective Order. The parties  
4 acknowledge that this Order does not confer blanket protections on all  
5 disclosures or responses to discovery and that the protection it affords from  
6 public disclosure and use extends only to the limited information or items  
7 that are entitled to confidential treatment under the applicable legal  
8 principles. The parties further acknowledge, as set forth in Section XIII(C),  
9 below, that this Stipulated Protective Order does not entitle them to file  
10 confidential information under seal; Civil Local Rule 79-5 sets forth the  
11 procedures that must be followed and the standards that will be applied  
12 when a party seeks permission from the Court to file material under seal.

## 13 **II. GOOD CAUSE STATEMENT**

14 There is good cause and a particularized need for a protective order to  
15 preserve the interests of confidentiality and privacy in peace officer personnel file  
16 records and associated investigative or confidential records.

17 A. Peace officers have a right of privacy in their personnel file records; a  
18 reasonable expectation of privacy therein that is underscored, specified, and  
19 arguably heightened by the Pitchess protective procedure of California law. See  
20 Sanchez v. Santa Ana Police Dept., 936 F.2d 1027, 1033-1034 (9th Cir. 1990);  
21 Hallon v. City of Stockton, 2012 U.S. Dist. LEXIS 14665, \*2-3, 12-13 (E.D. Cal.  
22 2012) (concluding that “while “[f]ederal law applies to privilege based discovery  
23 disputes involving federal claims,” the “state privilege law which is consistent with  
24 its federal equivalent significantly assists in applying [federal] privilege law to  
25 discovery disputes”); Soto v. City of Concord, 162 F.R.D. 603, 613 n. 4, 616 (N.D.  
26 Cal. 1995) (peace officers have constitutionally-based “privacy rights [that] are not  
27 inconsequential” in their police personnel records); cf. Cal. Penal Code §§ 832.7,  
28 832.8; Cal. Evid. Code §§ 1040-1047. Unrestricted disclosure of such personnel

1 file information could potentially threaten the safety of non-party witnesses,  
2 officers, and their families/associates. Second, municipalities and law enforcement  
3 agencies have federal deliberative-executive process privilege, federal official  
4 information privilege, federal law enforcement privilege, and federal attorney-  
5 client privilege (and/or attorney work product protection) interests in the personnel  
6 files of their peace officers – particularly as to those portions of peace officer  
7 personnel files that contain critical self-analysis, internal deliberation/decision-  
8 making or evaluation/analysis, or communications for the purposes of obtaining or  
9 rendering legal advice or analysis – potentially including but not limited to  
10 evaluative / analytical portions of Internal Affairs type records or reports,  
11 evaluative / analytical portions of supervisory records or reports, and/or reports  
12 prepared at the direction of counsel, or for the purpose of obtaining or rendering  
13 legal advice Defendants further contend that municipalities and law enforcement  
14 agencies have duties to respect the privacy rights of officers and third parties to  
15 this litigation, and such duties may bear on the course of discovery in this matter.  
16 See Sanchez, 936 F.2d at 1033-1034; Maricopa Audubon Soc’y v. United States  
17 Forest Serv., 108 F.3d 1089, 1092-1095 (9th Cir. 1997); Soto, 162 F.R.D. at 613,  
18 613 n. 4; Kelly v. City of San Jose, 114 F.R.D. 654, 668-671 (N.D. Cal. 1987);  
19 Tuite v. Henry, 181 F.R.D. 175, 176-177 (D. D.C. 1998); Hamstreet v. Duncan,  
20 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); Admiral Ins. Co. v. United States  
21 Dist. Ct., 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants further contend  
22 that such personnel file records are restricted from disclosure by the public entity’s  
23 custodian of records pursuant to applicable California law and that uncontrolled  
24 release is likely to result in needless intrusion of officer privacy; impairment in the  
25 collection of third-party witness information and statements and related legitimate  
26 law enforcement investigations/interests; and a chilling of open and honest  
27 discussion regarding and/or investigation into alleged misconduct that can erode a  
28 public entity’s ability to identify and/or implement any remedial measures that

1 may be required. Third, because peace officers do not have the same rights as other  
2 private citizens to avoid giving compelled statements, it is contrary to the  
3 fundamental principles of fairness to permit uncontrolled release of officers'  
4 compelled statements. See generally Lybarger v. City of Los Angeles, 40 Cal.3d  
5 822, 828-830 (1985); cf. U.S. Const., amend V. Accordingly, without a protective  
6 order preventing such, production of confidential records in the case can and will  
7 likely substantially impair and harm the public entity's interests in candid self-  
8 critical analysis, frank internal deliberations, obtaining candid information from  
9 witnesses, preserving the safety of witnesses, preserving the safety of peace  
10 officers and peace officers' families and associates, protecting the privacy officers  
11 of peace officers, and preventing pending investigations from being detrimentally  
12 undermined by publication of private, sensitive, or confidential information – as  
13 can and often does result in litigation. It is the intent of the parties that information  
14 will not be designated as confidential for tactical reasons and that nothing be so  
15 designated without a good faith belief that it has been maintained in a confidential,  
16 non-public manner, and there is good cause why it should not be part of the public  
17 record of this case.

18       414 Acknowledgment of Procedure for Filing Under Seal. The parties  
19 further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
20 Protective Order does not entitle them to file confidential information under seal;  
21 Local Rule 79-5 sets forth the procedures that must be followed and the standards  
22 that will be applied when a party seeks permission from the court to file material  
23 under seal. There is a strong presumption that the public has a right of access to  
24 judicial proceedings and records in civil cases. In connection with non-dispositive  
25 motions, good cause must be shown to support a filing under seal. See Kamakana  
26 v. City and Cnty. of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips ex rel.  
27 Ests. of Byrd v. Gen. Motors Corp., 307 F.3d 1206, 1210–11 (9th Cir. 2002),  
28 Makar-Welbon v. Sony Elecs., Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even

1 stipulated protective orders require good cause showing), and a specific showing  
2 of good cause or compelling reasons with proper evidentiary support and legal  
3 justification, must be made with respect to Protected Material that a party seeks to  
4 file under seal. The parties' mere designation of Disclosure or Discovery Material  
5 as CONFIDENTIAL does not—without the submission of competent evidence by  
6 declaration, establishing that the material sought to be filed under seal qualifies as  
7 confidential, privileged, or otherwise protectable—constitute good cause.  
8 Further, if a party requests sealing related to a dispositive motion or trial, then  
9 compelling reasons, not only good cause, for the sealing must be shown, and the  
10 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
11 See Pintos v. Pac. Creditors Ass'n, 605 F.3d 665, 677–79 (9th Cir. 2010). For  
12 each item or type of information, document, or thing sought to be filed or  
13 introduced under seal in connection with a dispositive motion or trial, the party  
14 seeking protection must articulate compelling reasons, supported by specific facts  
15 and legal justification, for the requested sealing order. Again, competent evidence  
16 supporting the application to file documents under seal must be provided by  
17 declaration. Any document that is not confidential, privileged, or otherwise  
18 protectable in its entirety will not be filed under seal if the confidential portions  
19 can be redacted. If documents can be redacted, then a redacted version for public  
20 viewing, omitting only the confidential, privileged, or otherwise protectable  
21 portions of the document, shall be filed. Any application that seeks to file  
22 documents under seal in their entirety should include an explanation of why  
23 redaction is not feasible.

24

### 25 **III. DEFINITIONS**

26 A. Action: Estate of Miguel Chavez et al. v. Santa Ana Police  
27 Department et al, United States District Court Case No. 8:24-cv-01899-  
28 FWS-ADS.

1 B. Challenging Party: A Party or Non-Party that challenges the  
2 designation of information or items under this Order.

3 C. “CONFIDENTIAL” Information or Items: Information (regardless of  
4 how it is generated, stored or maintained) or tangible things that qualify for  
5 protection under Federal Rule of Civil Procedure 26(c), and as specified  
6 above in the Good Cause Statement.

7 D. Counsel: Outside Counsel of Record and House Counsel (as well as  
8 their support staff).

9 E. Designating Party: A Party or Non-Party that designates information  
10 or items that it produces in disclosures or in responses to discovery as  
11 “CONFIDENTIAL.”

12 F. Disclosure or Discovery Material: All items or information,  
13 regardless of the medium or manner in which it is generated, stored, or  
14 maintained (including, among other things, testimony, transcripts, and  
15 tangible things), that are produced or generated in disclosures or responses  
16 to discovery in this matter.

17 G. Expert: A person with specialized knowledge or experience in a  
18 matter pertinent to the litigation who has been retained by a Party or its  
19 counsel to serve as an expert witness or as a consultant in this Action.

20 H. House Counsel: Attorneys who are employees of a party to this  
21 Action. House Counsel does not include Outside Counsel of Record or any  
22 other outside counsel.

23 I. Non-Party: Any natural person, partnership, corporation, association,  
24 or other legal entity not named as a Party to this action.

25 J. Outside Counsel of Record: Attorneys who are not employees of a  
26 party to this Action but are retained to represent or advise a party to this  
27 Action and have appeared in this Action on behalf of that party or are  
28

1 affiliated with a law firm which has appeared on behalf of that party, and  
2 includes support staff.

3 K. Party: Any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record  
5 (and their support staffs).

6 L. Producing Party: A Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

8 M. Professional Vendors: Persons or entities that provide litigation  
9 support services (e.g., photocopying, videotaping, translating, preparing  
10 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
11 form or medium) and their employees and subcontractors.

12 N. Protected Material: Any Disclosure or Discovery Material that is  
13 designated as "CONFIDENTIAL."

14 O. Receiving Party: A Party that receives Disclosure or Discovery  
15 Material from a Producing Party.

16 **IV. SCOPE**

17 A. The protections conferred by this Stipulation and Order cover not only  
18 Protected Material (as defined above), but also (1) any information copied or  
19 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
20 compilations of Protected Material; and (3) any testimony, conversations, or  
21 presentations by Parties or their Counsel that might reveal Protected  
22 Material.

23 B. Any use of Protected Material at trial shall be governed by the orders  
24 of the trial judge. This Order does not govern the use of Protected Material at  
25 trial.

26 **V. DURATION**

27 A. The terms of this Stipulated Protective Order apply through the Final  
28 Disposition of this Action. Once a case proceeds to trial, information that



1 was designated as CONFIDENTIAL, or maintained pursuant to this  
2 Stipulated Protective Order and used or introduced exhibit at trial becomes  
3 public and will be presumptively available to all members of the public,  
4 including peers, unless compelling reasons supported by specific factual  
5 findings to proceed otherwise are made to the trial judge in advance of the  
6 trial. See Kamakana, 447 F. 3d at 1180-81 (distinguishing “good cause”  
7 showing for sealing documents produced in discovery from “compelling  
8 reasons” standard when merits-related to documents are part of court  
9 record). Accordingly, for such materials, the terms of this Stipulated  
10 Protective Order do not extend beyond the commencement of the trial. Even  
11 after the Final Disposition of this litigation, the confidentiality objections  
12 imposed by this Stipulated Protective Order shall remain in effect until a  
13 Designating Party agrees otherwise in writing or a court order otherwise  
14 directs.

15 **VI. DESIGNATING PROTECTED MATERIAL**

16 A. Exercise of Restraint and Care in Designating Material for Protection

- 17 1. Each Party or Non-Party that designates information or items  
18 for protection under this Order must take care to limit any such  
19 designation to specific material that qualifies under the appropriate  
20 standards. The Designating Party must designate for protection only  
21 those parts of material, documents, items, or oral or written  
22 communications that qualify so that other portions of the material,  
23 documents, items, or communications for which protection is not  
24 warranted are not swept unjustifiably within the ambit of this Order.  
25 2. Mass, indiscriminate, or routinized designations are prohibited.  
26 Designations that are shown to be clearly unjustified or that have been  
27 made for an improper purpose (e.g., to unnecessarily encumber the  
28 case development process or to impose unnecessary expenses and



1 burdens on other parties) may expose the Designating Party to  
2 sanctions.

3 3. If it comes to a Designating Party's attention that information  
4 or items that it designated for protection do not qualify for protection,  
5 that Designating Party must promptly notify all other Parties that it is  
6 withdrawing the inapplicable designation.

7 B. Manner and Timing of Designations

8 1. Except as otherwise provided in this Order (*see, e.g.*, Section  
9 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or  
10 Discovery Material that qualifies for protection under this Order must  
11 be clearly so designated before the material is disclosed or produced.

12 2. Designation in conformity with this Order requires the  
13 following:

14 a. For information in documentary form (e.g., paper or  
15 electronic documents, but excluding transcripts of depositions  
16 or other pretrial or trial proceedings), that the Producing Party  
17 affix at a minimum, the legend "CONFIDENTIAL"  
18 (hereinafter "CONFIDENTIAL legend"), to each page that  
19 contains protected material. If only a portion or portions of the  
20 material on a page qualifies for protection, the Producing Party  
21 also must clearly identify the protected portion(s) (e.g., by  
22 making appropriate markings in the margins).

23 b. A Party or Non-Party that makes original documents  
24 available for inspection need not designate them for protection  
25 until after the inspecting Party has indicated which documents  
26 it would like copied and produced. During the inspection and  
27 before the designation, all of the material made available for  
28 inspection shall be deemed "CONFIDENTIAL." After the

1 inspecting Party has identified the documents it wants copied  
2 and produced, the Producing Party must determine which  
3 documents, or portions thereof, qualify for protection under this  
4 Order. Then, before producing the specified documents, the  
5 Producing Party must affix the “CONFIDENTIAL legend” to  
6 each page that contains Protected Material. If only a portion or  
7 portions of the material on a page qualifies for protection, the  
8 Producing Party also must clearly identify the protected  
9 portion(s) (e.g., by making appropriate markings in the  
10 margins).

11 c. For testimony given in depositions, that the Designating  
12 Party identify the Disclosure or Discovery Material on the  
13 record, before the close of the deposition all protected  
14 testimony.

15 d. For information produced in form other than document  
16 and for any other tangible items, that the Producing Party affix  
17 in a prominent place on the exterior of the container or  
18 containers in which the information is stored the legend  
19 “CONFIDENTIAL.” If only a portion or portions of the  
20 information warrants protection, the Producing Party, to the  
21 extent practicable, shall identify the protected portion(s).

22 C. Inadvertent Failure to Designate

23 1. If timely corrected, an inadvertent failure to designate qualified  
24 information or items does not, standing alone, waive the Designating  
25 Party’s right to secure protection under this Order for such material.  
26 Upon timely correction of a designation, the Receiving Party must  
27 make reasonable efforts to assure that the material is treated in  
28 accordance with the provisions of this Order.

**VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

**A. Timing of Challenges**

1. Any party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

**B. Meet and Confer**

1. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

C. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

**VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

**A. Basic Principles**

1. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section XIV below.

2. Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

1 B. Disclosure of “CONFIDENTIAL” Information or Items

2 1. Unless otherwise ordered by the Court or permitted in writing  
3 by the Designating Party, a Receiving Party may disclose any  
4 information or item designated “CONFIDENTIAL” only to:

5 a. The Receiving Party’s Outside Counsel of Record in this  
6 Action, as well as employees of said Outside Counsel of  
7 Record to whom it is reasonably necessary to disclose the  
8 information for this Action;

9 b. The officers, directors, and employees (including House  
10 Counsel) of the Receiving Party to whom disclosure is  
11 reasonably necessary for this Action;

12 c. Experts (as defined in this Order) of the Receiving Party  
13 to whom disclosure is reasonably necessary for this Action and  
14 who have signed the “Acknowledgment and Agreement to Be  
15 Bound” (Exhibit A);

16 d. The Court and its personnel;

17 e. Court reporters and their staff;

18 f. Professional jury or trial consultants, mock jurors, and  
19 Professional Vendors to whom disclosure is reasonably  
20 necessary for this Action and who have signed the  
21 “Acknowledgment and Agreement to be Bound” attached as  
22 Exhibit A hereto;

23 g. The author or recipient of a document containing the  
24 information or a custodian or other person who otherwise  
25 possessed or knew the information;

26 h. During their depositions, witnesses, and attorneys for  
27 witnesses, in the Action to whom disclosure is reasonably  
28 necessary provided: (i) the deposing party requests that the

1 witness sign the “Acknowledgment and Agreement to Be  
2 Bound;” and (ii) they will not be permitted to keep any  
3 confidential information unless they sign the “Acknowledgment  
4 and Agreement to Be Bound,” unless otherwise agreed by the  
5 Designating Party or ordered by the Court. Pages of  
6 transcribed deposition testimony or exhibits to depositions that  
7 reveal Protected Material may be separately bound by the court  
8 reporter and may not be disclosed to anyone except as  
9 permitted under this Stipulated Protective Order; and  
10 i. Any mediator or settlement officer, and their supporting  
11 personnel, mutually agreed upon by any of the parties engaged  
12 in settlement discussions.

13 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
14 **PRODUCED IN OTHER LITIGATION**

15 A. If a Party is served with a subpoena or a court order issued in other  
16 litigation that compels disclosure of any information or items designated in  
17 this Action as “CONFIDENTIAL,” that Party must:

- 18 1. Promptly notify in writing the Designating Party. Such  
19 notification shall include a copy of the subpoena or court order;
- 20 2. Promptly notify in writing the party who caused the subpoena  
21 or order to issue in the other litigation that some or all of the material  
22 covered by the subpoena or order is subject to this Protective Order.  
23 Such notification shall include a copy of this Stipulated Protective  
24 Order; and
- 25 3. Cooperate with respect to all reasonable procedures sought to  
26 be pursued by the Designating Party whose Protected Material may be  
27 affected.  
28

1 B. If the Designating Party timely seeks a protective order, the Party  
2 served with the subpoena or court order shall not produce any information  
3 designated in this action as “CONFIDENTIAL” before a determination by  
4 the Court from which the subpoena or order issued, unless the Party has  
5 obtained the Designating Party’s permission. The Designating Party shall  
6 bear the burden and expense of seeking protection in that court of its  
7 confidential material and nothing in these provisions should be construed as  
8 authorizing or encouraging a Receiving Party in this Action to disobey a  
9 lawful directive from another court.

10 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
11 **PRODUCED IN THIS LITIGATION**

12 A. The terms of this Order are applicable to information produced by a  
13 Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
14 information produced by Non-Parties in connection with this litigation is  
15 protected by the remedies and relief provided by this Order. Nothing in  
16 these provisions should be construed as prohibiting a Non-Party from  
17 seeking additional protections.

18 B. In the event that a Party is required, by a valid discovery request, to  
19 produce a Non-Party’s confidential information in its possession, and the  
20 Party is subject to an agreement with the Non-Party not to produce the Non-  
21 Party’s confidential information, then the Party shall:

- 22 1. Promptly notify in writing the Requesting Party and the Non-  
23 Party that some or all of the information requested is subject to a  
24 confidentiality agreement with a Non-Party;
- 25 2. Promptly provide the Non-Party with a copy of the Stipulated  
26 Protective Order in this Action, the relevant discovery request(s), and  
27 a reasonably specific description of the information requested; and  
28

1           3.     Make the information requested available for inspection by the  
2           Non-Party, if requested.

3           C.     If the Non-Party fails to seek a protective order from this court within  
4           14 days of receiving the notice and accompanying information, the  
5           Receiving Party may produce the Non-Party's confidential information  
6           responsive to the discovery request. If the Non-Party timely seeks a  
7           protective order, the Receiving Party shall not produce any information in its  
8           possession or control that is subject to the confidentiality agreement with the  
9           Non-Party before a determination by the court. Absent a court order to the  
10          contrary, the Non-Party shall bear the burden and expense of seeking  
11          protection in this court of its Protected Material.

12   **XI.   UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

13          A.     If a Receiving Party learns that, by inadvertence or otherwise, it has  
14          disclosed Protected Material to any person or in any circumstance not  
15          authorized under this Stipulated Protective Order, the Receiving Party must  
16          immediately (1) notify in writing the Designating Party of the unauthorized  
17          disclosures, (2) use its best efforts to retrieve all unauthorized copies of the  
18          Protected Material, (3) inform the person or persons to whom unauthorized  
19          disclosures were made of all the terms of this Order, and (4) request such  
20          person or persons to execute the "Acknowledgment and Agreement to be  
21          Bound" that is attached hereto as Exhibit A.

22   **XII.  INADVERTENT PRODUCTION OF PRIVILEGED OR**  
23   **OTHERWISE PROTECTED MATERIAL**

24          A.     When a Producing Party gives notice to Receiving Parties that certain  
25          inadvertently produced material is subject to a claim of privilege or other  
26          protection, the obligations of the Receiving Parties are those set forth in  
27          Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended  
28          to modify whatever procedure may be established in an e-discovery order



1 that provides for production without prior privilege review. Pursuant to  
2 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an  
3 agreement on the effect of disclosure of a communication or information  
4 covered by the attorney-client privilege or work product protection, the  
5 parties may incorporate their agreement in the Stipulated Protective Order  
6 submitted to the Court.

7 **XIII. MISCELLANEOUS**

8 A. Right to Further Relief

9 1. Nothing in this Order abridges the right of any person to seek  
10 its modification by the Court in the future.

11 B. Right to Assert Other Objections

12 1. By stipulating to the entry of this Protective Order, no Party  
13 waives any right it otherwise would have to object to disclosing or  
14 producing any information or item on any ground not addressed in  
15 this Stipulated Protective Order. Similarly, no Party waives any right  
16 to object on any ground to use in evidence of any of the material  
17 covered by this Protective Order.

18 C. Filing Protected Material

19 1. A Party that seeks to file under seal any Protected Material  
20 must comply with Civil Local Rule 79-5. Protected Material may  
21 only be filed under seal pursuant to a court order authorizing the  
22 sealing of the specific Protected Material at issue. If a Party's request  
23 to file Protected Material under seal is denied by the Court, then the  
24 Receiving Party may file the information in the public record unless  
25 otherwise instructed by the Court.

26 **XIV. FINAL DISPOSITION**

27 A. After the final disposition of this Action, as defined in Section V,  
28 within sixty (60) days of a written request by the Designating Party, each

1 Receiving Party must return all Protected Material to the Producing Party or  
2 destroy such material. As used in this subdivision, “all Protected Material”  
3 includes all copies, abstracts, compilations, summaries, and any other format  
4 reproducing or capturing any of the Protected Material. Whether the  
5 Protected Material is returned or destroyed, the Receiving Party must submit  
6 a written certification to the Producing Party (and, if not the same person or  
7 entity, to the Designating Party) by the 60 day deadline that (1) identifies  
8 (by category, where appropriate) all the Protected Material that was returned  
9 or destroyed and (2) affirms that the Receiving Party has not retained any  
10 copies, abstracts, compilations, summaries or any other format reproducing  
11 or capturing any of the Protected Material. Notwithstanding this provision,  
12 Counsel are entitled to retain an archival copy of all pleadings, motion  
13 papers, trial, deposition, and hearing transcripts, legal memoranda,  
14 correspondence, deposition and trial exhibits, expert reports, attorney work  
15 product, and consultant and expert work product, even if such materials  
16 contain Protected Material. Any such archival copies that contain or  
17 constitute Protected Material remain subject to this Protective Order as set  
18 forth in Section V.

19 B. Any violation of this Order may be punished by any and all  
20 appropriate measures including, without limitation, contempt proceedings  
21 and/or monetary sanctions.  
22

23 ///

24 ///

25 ///

26 ///

1           **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2  
3       Dated: January 9, 2025

\_\_\_\_\_/s/ Christian Contreras

4                               CHRISTIAN CONTRERAS

5                               Attorney for Plaintiffs,

6  
7  
8  
9       Dated: January 20, 2025

\_\_\_\_\_/s/ Jill Williams

10                              JILL WILLIAMS

11                              Attorney for Defendants,

12                              Officer Mark Shifflett, Officer Jonathan

13                              Chavez, Officer Sean Anthis and

14                              Specially Appearing City of Santa Ana

15                              (dismissed)

16  
17   Local Rule 5-4.3.4

18           All other signatories listed, and on whose behalf the filing is submitted,  
19       concur in the filing's content and have authorized the filing.

20  
21       **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

22  
23  
24       Dated: 01/21/2025

\_\_\_\_\_/s/ Autumn D. Spaeth

25                              HONORABLE AUTUMN D. SPAETH

26                              United States Magistrate Judge

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under  
penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issue by the United States District Court for the Central  
District of California in January 2025 in the case of Estate of Miguel Chavez et al.  
v. Santa Ana Police Department et al, United States District Court Case No. 8:24-  
cv-01899-FWS-ADS. I agree to comply with and to be bound by all the terms of  
this Stipulated Protective Order and I understand and acknowledge that failure to  
so comply could expose me to sanctions and punishment in the nature of contempt.  
I solemnly promise that I will not disclose in any manner any information or item  
that is subject to this Stipulated Protective Order to any person or entity except in  
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing the terms  
of this Stipulated Protective Order, even if such enforcement proceedings occur  
after termination of this action. I hereby appoint \_\_\_\_\_ [print  
or type full name] of \_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_